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**SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING & REGULATION  
BEFORE THE STATE REAL ESTATE COMMISSION**

**In the Matter of:**

**DEBORAH S. JONES,  
License No. REL.15642 (BIC),**

**Respondent.**

**CONSENT AGREEMENT**

**Case No. 2013-549**

By agreement of the South Carolina Real Estate Commission ("Commission") and the above-named Respondent, the following disposition of this matter is entered pursuant to the provisions of S.C. Code Ann. § 1-23-320(f) (1976, as amended), in lieu of, *inter alia*, a hearing before the Commission. Respondent, admitting the allegations herein and agreeing to the sanctions as set forth below, agrees to waive the authorization, filing, and service of a Formal Complaint and formal hearing procedures.

**FINDINGS OF FACT**

1. Respondent is licensed as a broker-in-charge in the State of South Carolina and was so licensed at all times relevant to this action.
2. The Commission has jurisdiction over Respondent and the subject matter in this action.
3. Respondent was the broker-in-charge of StructureOne Real Estate, LLC. On or about April 1, 2013, Respondent entered into a residential management agreement with Complainant in which Respondent agreed to manage the lease of Complainant's property located at 109 Pinnacle Lane #A, Ladson, South Carolina ("Rental Property"). A copy of the management agreement is attached hereto and incorporated herein as **Exhibit #1**.
4. On or about May 9, 2013, Respondent leased the Rental Property to two tenants. The tenants put down a \$700 security deposit and \$100 pet deposit at the time they entered into the lease agreement. In September 2013, the tenants failed to pay their rent; they were evicted in October 2013. Complainant contacted Respondent several times to inquire about when Respondent would remit the former tenants' deposit money. Respondent did not respond to Complainant's inquiries. Complainant believed that Respondent owed her \$900 total: \$700 from the security deposit, \$100 from the pet deposit, and \$100 that Respondent withheld from August's rent.
5. On or about November 25, 2013, Complainant filed a complaint against Respondent with the South Carolina Department of Labor, Licensing, and Regulation ("LLR") regarding Respondent's failure to remit the \$900. Shortly thereafter, Respondent mailed

Complainant a check in the amount of \$320. Complainant later acknowledged that she was not entitled to the full deposit, as she originally believed, because the management agreement contained a provision that deposits would be split 50/50 between the property manager and the owner in the event that a tenant terminates his lease. A copy of the fee schedule is attached hereto and incorporated herein as **EXHIBIT #2**. However, Complainant believed that Respondent owed her \$415, not \$320. Respondent maintains that the \$95 deduction was used for legitimate expenses related to the Rental Property; but, wishing to resolve the dispute, on or about January 15, 2014, Respondent mailed Complainant a check for \$95 and settled the balance in full.

6. During the course of investigation, LLR Investigator Cook discovered that Respondent did not have a trust account to keep security deposits separate from her operating account. The investigation also revealed that on or about July 1, 2013, an item was returned to Respondent's operating account due to insufficient funds.
7. Respondent waives any further findings of fact with respect to this matter.

#### **CONCLUSIONS OF LAW**

Respondent has not complied with the codes and standards that govern the practice of real estate sales and brokerage in South Carolina, as evidenced by the following:

1. Respondent violated S.C. Code Ann. § 40-57-135(B)(3) (1976, as amended) by failing to maintain a trust account for deposit monies received in connection with a real estate rental; and
2. Respondent violated S.C. Code Ann. § 40-57-145(A)(10) (1976, as amended) by failing to, within a reasonable time, remit monies coming into her possession which belong to others.
3. Respondent violated S.C. Code Ann. § 40-57-145(A)(18) (1976, as amended) by issuing a check in connection with her real estate business that was returned for insufficient funds.
4. Respondent waives any further conclusions of law with respect to this matter.

#### **THEREFORE, IT IS AGREED WITH RESPONDENT'S CONSENT THAT:**

1. Respondent's license shall be publicly reprimanded.
2. Respondent's license to practice in this State shall be placed under probation for a period of one year from the effective date of this Agreement. Respondent understands and agrees that any license law violation during the period of probation will constitute a violation of this Agreement and may be grounds for additional disciplinary action.
3. Respondent shall pay a civil penalty of \$1,500.00 to the Commission within ninety days

of the effective date of this Agreement. Said civil penalty is not deemed paid until received in full by the Commission.

4. Respondent must attend a Commission-approved Course on property management and trust accounts and provide written documentation to the Commission or its designee within 180 days from the date of the Commission's action on this Agreement. The credits received for this course will not be computed in the calculation of total contact hours required for licensure or renewal.
5. Respondent acknowledges that he has the right to a hearing and to be represented by counsel in this matter, and freely, knowingly, and voluntarily waives such rights by entering into this Agreement. Respondent understands and agrees that by entering into this Agreement, Respondent voluntarily relinquishes any right to judicial review of Commission's action(s) which may be taken concerning any related matters.
6. It is understood and agreed that if Respondent fails to meet the conditions agreed to in this Agreement, Respondent's license may be immediately administratively suspended pending compliance. Non-compliance may result in further discipline. Any license law violations by Respondent constitute a failure to meet the conditions of this Agreement.
7. Respondent understands and agrees that this Agreement will not become effective unless and until approved by the Commission. Respondent understands and agrees that this Agreement, if approved, will be disseminated as a public action of the Commission in the manner provided by law. Respondent understands and agrees that if this Agreement is not approved by the Commission, it shall not constitute an admission against interest in this proceeding or prejudice the right of the Commission to adjudicate this matter.
8. Respondent shall promptly advise the Commission in writing of any changes in address, practice, privileges, professional status, or compliance with this Agreement. Correspondence and copies of reports, notices, and payments of civil penalties mentioned herein shall be directed to:  
  
SC LLR  
ATTN: Real Estate Commission  
Post Office Box 11847  
Columbia, SC 29211-1847
9. Respondent understands and agrees that if this Agreement is approved by the Commission, it shall become a public document under the South Carolina Freedom of Information Act §§ 30-4-10 to -165.
10. This Agreement shall take effect immediately upon receipt of a fully executed copy by Respondent or Respondent's counsel.

AND IT IS SO ORDERED.

SOUTH CAROLINA DEPARTMENT OF  
LABOR, LICENSING & REGULATION  
REAL ESTATE COMMISSION


4/9/15

Date

BY:

  
DAVID CRIGLER, CHAIRMAN

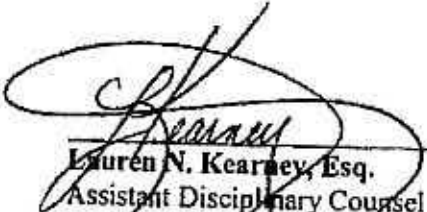
WE CONSENT:



Deborah S. Jones, Respondent  
Respondent

3-31-15

Date

  
Lauren N. Kearney, Esq.

Assistant Disciplinary Counsel  
S.C. Dept. of Labor, Licensing & Regulation  
Post Office Box 11329  
Columbia, SC 29211-1329  
(803) 896-4499

4/6/15  
Date